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BANKRUPTCY — PROVABLE CLAIMS — ALIMONY. — A was granted a judgment for alimony against B in North Dakota. Upon the basis of this judgment A got a judgment in New York against B. B later became bankrupt and obtained his discharge. *Held*, that recovery on the New York judgment is barred by B's discharge. 118 N. Y. Supp. 562 (Sur. Ct.).

Alimony is not a debt, but a duty of support owed by the husband to the wife, liquidated in terms of money for convenience only. Hence, by the weight of authority, it was not provable in bankruptcy proceedings even before the adoption of section 5 (2) in the Bankruptcy Act of 1903. *Wetmore* v. *Markoe*, 196 U. S. 68; *Lynde* v. *Lynde*, 181 U. S. 183. The recovery of a judgment for alimony, however, like the recovery of any other judgment, should not change the essential nature of the liability. See *Wisconsin* v. *Pellican Ins. Co.*, 127 U. S. 265. Courts will therefore look at the basis of a judgment given in their own jurisdiction to determine whether it is dischargeable. *Turner* v. *Turner*, 108 Fed. 785. Nor does the fact that suit can be brought on a judgment in another state alter the nature of the claim. See *Audubon* v. *Shufeldt*, 181 U. S. 575. Even in such a case, the courts will look at the character of the judgment. *Huntington* v. *Attrill*, 146 U. S. 657. See *Horner* v. *Spelman*, 78 Ill. 206. Merely by combining the above principles, the nature of a judgment based on the judgment of another state can be determined. And since the judgment in the principal case depended ultimately on liability for alimony, the decision seems erroneous.

BILLS AND NOTES — OVERDUE PAPER — MATURITY UPON DEFAULT IN INTEREST. — An action was brought by the indorsee against the maker of a promissory note which contained a provision that upon any default in the payment of interest the note was immediately to become due. The plaintiff purchased the note for value after such a default. *Held*, that the plaintiff took before maturity. *Gillette* v. *Hodge*, 170 Fed. 313 (C. C. A., Eighth Circ.).

A decision squarely opposed to that in the principal case suggests as a reason for the dearth of cases in point, the obviousness of the fact that when parties contract that a note shall become due at a certain time, it does so become due. *Hodge* v. *Wallace*, 129 Wis. 84. *Cf. Harrison Machine Works* v. *Reigor*, 64 Tex. 89. But the present decision follows an established rule of the federal courts. *Chicago Ry. Equipment Co.* v. *Merchants' Bank*, 136 U. S. 268. See *Neb. City Nat. Bank* v. *Neb. City Hydraulic Gas Light & Coke Co.*, 4 McCrary (U. S.) 319. And by the weight of authority such a provision in a note is regarded as permissive only, and inserted solely for the holder's benefit. See *Blakeslee* v. *Hoit*, 116 Ill. App. 83. Otherwise a defaulting debtor might take advantage of his own wrong, and deprive his creditor of a valuable investment. See *Cox* v. *Kille*, 50 N. J. Eq. 176. Where the payee has not enforced his rights under the provision, the statute of limitations is held to run, not from the first default in the payment of interest, but from the time otherwise specified for the maturity of the note. *Belloc* v. *Davis*, 38 Cal. 242. Were the provision self-operative, the payee could not set up a waiver of his rights thereunder, merely to remove the bar of the statute against himself.

CARRIERS — BILLS OF LADING — DELIVERY TO CONSIGNEE WITHOUT PRESENTATION OF BILL. — Freight was shipped on a "straight" bill of lading, containing the words "not negotiable or assignable." The carrier delivered the goods to the consignee, without asking for the bill. The consignor, for value, transferred the bill to a third person, who demanded delivery and sued the carrier for conversion. A statute made all bills of lading negotiable. *Held*, that the plaintiff cannot recover. *Bonds-Foster Lumber Co.* v. *Northern Pacific Ry. Co.*, 101 Pac. 877 (Wash.).

Any misdelivery of property by a carrier is a conversion. *Youle* v. *Harbottle*, 1 Peake 68. By giving a negotiable bill of lading, the carrier in effect contracts to deliver the goods to the holder of the bill. See *Commercial Bank* v. *Chicago, St. Paul, & Kansas City Ry. Co.*, 160 Ill. 401; *National Bank* v. *Atlanta &*